



**Memorandum of Understanding (MOU) between
Deschutes County and
American Federation of State, County and Municipal Employees Local 3997 (AFSCME)
Regarding Behavioral Health Service Area Field Licensure Supervision Incentives**

DC Document #2022-874

This Memorandum of Understanding ("MOU") is entered into by and between Deschutes County (the "County") and the American Federation of State, County and Municipal Employees Local 3997 ("AFSCME"). The County and AFSCME are parties to the *Agreement Between Deschutes County and the American Federation of State, County and Municipal Employees Local 3997* (Agreement). The purpose of this MOU is for Deschutes County and AFSCME to come to an agreement providing the County discretion to implement incentive programs addressing challenging recruitment, retention, and capacity issues that often require employees to possess specific skills and licensure to hold behavioral health positions. The master's level counseling Field Licensure Supervision ("Supervision") incentives and agreements covered in this MOU apply to all behavioral health service area programs in Deschutes County.

County behavioral health programs are experiencing recruitment and retention challenges for licensed master's level behavioral health clinicians caused by the current labor market, the nature of the work, and the limited number of individuals internally available to provide Supervision to Counseling/Social Work Board Licensure Interns. There is a continuous need within County behavioral health programs to advance individuals to the Behavioral Health Specialist II, Licensed classification, which ensures the program's ability to serve individuals and be reimbursed for services provided by Medicare and commercial insurance. Licensed behavioral health clinical staff increase the program's capacity to ensure professional accountability, service quality and revenue. The County would like to offer the incentive program detailed below to new and current employees qualified to provide Supervision to stabilize and increase the County's capacity to support important services to the community by retaining staff qualified to provide Supervision.

The parties agree as follows:

1. The County, in its sole discretion, shall make assignments to behavioral health staff who they deem qualified and suitable to provide Supervision. Incentive compensation as outlined in this MOU is subject to availability of funds and pilot methods to increase the County's capacity to provide Supervision. The County may increase, reduce, or terminate compensation or other incentives as allowed under Federal, State, County laws and/or policies. Nothing in this MOU or the Agreement shall preclude the County from making changes to the incentive programs detailed below, including discontinuing any or all of the programs for any reason.
2. Pursuant to this MOU, the County may implement the following incentive program:
 - a. Behavioral Health Licensure Supervision Incentive – Temporary Program:
 - i. The County, at its sole discretion, may offer an incentive that encourages staff to provide Supervision towards licensure to internal, eligible employees. If offered, the incentive program will include:

1. Stipend Pay for qualifying staff providing Supervision as follows:
 - a. \$350 per month in additional pay for providing Supervision as assigned for up to two (2) Licensure Intern employees during any portion of the pay period relevant to the stipend payment;
 - b. \$400 per month in additional pay for providing Supervision as assigned for more than two (2) Licensure Intern employees during any portion of the pay period relevant to the stipend payment;
 - c. \$400 per month for providing Supervision as assigned for one (1) Licensure Intern employee that meets the criteria, AND facilitating a monthly Licensure Supervision Group to Licensure Intern employees during any portion of the pay period relevant to the stipend payment.
2. Employee Eligibility to Receive Licensure Supervision Incentive:
 - a. Individuals that will qualify for this stipend are any licensed Qualified Mental Health Professional (QMHP) staff member qualified to provide Supervision and assigned by the County to provide Supervision to another staff member;
 - b. Employees assigned Supervision and receiving compensation under this program will remain eligible to participate in other incentive programs offered by the County relevant to the employee's position;
 - c. Employees assigned lead duties will not be excluded from eligibility to participate in this program unless those duties as assigned include Supervision as described in this document;
 - d. Employees at step 2 (written reprimand) or higher of progressive discipline as defined by Article 6 of the AFSCME contract will be ineligible for Licensure Supervision assignments or stipend pay and will not be permitted to provide Supervision to eligible employee interns until the County deems the employee to have effectively brought their performance to an acceptable level.

ii. This is an incentive program and the parties agree that this incentive program is not precedent-setting and does not in any way establish a binding present or past practice against the County. As such, this incentive program may be suspended or terminated at any time at the County's discretion.

3. Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision of provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
4. The provisions of this MOU are contractual and are not mere recitals. All terms, provisions and conditions of the MOU shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors and assigns.

5. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
6. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file or a similar format, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page is original thereof.
7. Any dispute concerning the terms and conditions of this MOU brought by the County or AFSCME on behalf of its represented employees will be resolved under the terms of Article 7- Grievance Procedure, of the Agreement.
8. Except and unless specifically modified by this MOU, all terms and conditions of the Agreement shall remain in effect. To the extent any of the terms of this MOU conflict with those in the Agreement, the terms and conditions of this MOU shall prevail for so long as it is in effect.
9. The parties acknowledge that they have had the opportunity to consult with their own legal counsel before signing and that they have either consulted with their own legal counsel regarding the terms and consequences of this MOU or have voluntarily elected not to consult with an attorney before signing.

BY SIGNING BELOW EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS THREE-PAGE MEMORANDUM OF UNDERSTANDING, THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Agreed to on this 7 day of Dec.

Signatures:



Nick Lelack for Deschutes County

12/7/22

Date



Brenda Johnson for Oregon AFSCME Local 3997

12/16/22

Date